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STATUTES

MISCELLANEOUS

In the

Supreme Court of the United States

OCTOBER TERM—1959

No. 214

MILLER MUSIC CORPORATION,

Petitioner,

against

CHARLES N. DANIELS, INC.,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

BRIEF FOR PETITIONER

Opinions Below

The opinion of the United States District Court for the Southern District of New York (R. 24-33) is reported in 158 F. Supp. 188. The judgment of the District Court was affirmed by the United States Court of Appeals for the Second Circuit upon the opinion below (R. 36), with a dissenting opinion by Washington, Cir. J. (R. 36-39) which is reported in 265 F. 2d 925.

Jurisdiction

The judgment of the District Court in favor of respondent (defendant below), was entered on February 28, 1958 (R. 34, 35). The judgment of the Court of Appeals, affirming the judgment of the District Court, was entered on April 23, 1959 (R. 40). No petition for rehearing of said cause was filed. Petitioner filed its petition for a writ of certiorari on July 16, 1959, and such petition No. 214 was granted on October 12, 1959 (R. 41).

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1) (1952).

Statute Involved

The only statute involved is § 24 (former § 23) of the Copyright Act of 1909, Act of March 4, 1909, c. 320, 35 Stat. 1075, *et seq.*, U.S.C. Title 17 (Appendix).

Questions Presented For Review

Whether under § 24 of the Copyright Act of 1909:

(1) There is any legal justification for the determination of the Court of Appeals that the statute "does not differentiate between rights which it vests in the widow and children, the executor and the next of kin" and therefore (a) the executor takes such renewal rights for himself personally and beneficially and not in trust as the representative of the person of his testator, and (b) such renewal rights of the executor "cannot be defeated by the author's prior assignment".

(2) The executor of an author who, having no wife or children, had made an assignment of his renewal interest in the work to a publisher for a valuable consideration, and had then made a will which contains no specific bequest of

such renewal interest, and had died before the accrual of the right of renewal leaving no widow or children, could in derogation of the author's said assignment, effectuate a subsequent assignment of the renewal from the residuary legatees to another publisher.

Statement Of The Case

The cause of action of plaintiff, a music publisher, is for the infringement by defendant, a music publisher, of the rights, title and interest of plaintiff through one Ben Black, as co-author, in the renewal copyright of a musical composition entitled "Moonlight And Roses (Bring Mem'ries Of You)" (R. 2-6).

Both parties moved for summary judgment (R. 22, 23). The District Court denied plaintiff's motion and granted defendant's motion, dismissing the complaint on the merits and rendering judgment on its counterclaim enjoining plaintiff from infringing defendant's alleged rights, title and interest through said Ben Black in said renewal copyright, and restraining plaintiff from making any claims with respect to the ownership of said renewal copyright (R. 34, 35).

The respective motions for summary judgment were based upon an agreed statement of facts and conclusions of law (R. 6-11). Following are the material facts so stipulated (the preceding numbers indicating the respective paragraphs of the stipulation and "Ex." indicating the particular exhibit annexed thereto):

3—Prior to January 10, 1925, said Ben Black (referred to as "Decedent") and one Charles Neil Daniels wrote the said musical composition (referred to as "Said Composition") (R. 6).

5—Prior to January 10, 1925, they assigned to Villa Moret, Inc., a music publisher, Said Composition and the right to secure copyright therein in its name (R. 7).

6—In 1925, the said assignee secured United States copyright in Said Composition for the original term of 28 years (R. 7).

8—Under date of October 3, 1946, Decedent entered into a written agreement with plaintiff (Ex. A, R. 11-15) under which Decedent transferred, assigned and set over to plaintiff all rights and interests whatsoever as co-author, "now or at any time or times hereafter known or in existence", in and to the renewal and extension of the United States copyright in Said Composition and other compositions, in consideration of which plaintiff agreed to pay certain royalties for the renewal term and the sum of $1,000.00 on account and in advance thereof. Decedent covenanted, undertook and agreed to make, execute and deliver any and all further instruments, documents and writings "for the purpose of perfecting and confirming" such rights and interests in plaintiff (R. 7).

9—The said sum of $1,000.00 was paid by plaintiff to Decedent upon the signing of the said agreement (R. 8).

10—Under date of October 14, 1946, pursuant to the said agreement, Decedent executed a separate short form instrument for recording in the Copyright Office (Ex. A1, R. 15), whereby "for and on behalf of himself and all other parties in interest" he transferred, assigned and set over to plaintiff "all rights and interests whatsoever, then or thereafter in existence", in the renewal and extension of the United States copyright in Said Composition. Decedent had no wife or child, and his sole next of kin were three brothers. Accordingly, for the express purpose of assuring plaintiff that, in the event of his death prior to the accrual of the renewal right without making a will,

plaintiff would be certain of acquiring the renewal through his surviving next of kin, Decedent procured and delivered to plaintiff a like separate instrument of assignment from each of his three brothers to plaintiff of his renewal expectancy (Exs. A2, A3, A4, R. 16-19). Each of said assignors covenanted, undertook and agreed to make, execute and deliver any and all further instruments, documents and writings "for the purpose of perfecting and confirming" such rights and interest in plaintiff (R. 8).

11—The four separate instruments of assignment (referred to in paragraph 10, *supra*) were duly recorded in the Copyright Office (R. 8).

12—Under date of June 1, 1950, Decedent executed a will (Ex. B, R. 19-21) in which he made provision for the discharge of the "proper claims and charges against my estate". There was no specific bequest of the said renewal copyright in Said Composition. The residuary estate was left to the children of Decedent's brothers who had joined in the assignment to plaintiff. The will recites "I hereby declare that I am single and that I leave no issue surviving me" (R. 8).

13—On December 26, 1950, Decedent died in the State of California, leaving no widow or child. On February 13, 1951, his will was admitted to probate in the Superior Court of the State of California (R. 8).

14—David Black, one of Decedent's brothers who had joined in the assignment to plaintiff, qualified as the sole executor of the will (R. 8).

15—On January 16, 1952, said David Black, as executor, renewed the copyright in Said Composition for the further term of 28 years from January 10, 1953 (R. 9).

16—On March 24, 1952, final distribution of the property of the estate was decreed by the court (R. 9).

19—Under date of May 1, 1952, defendant entered into an agreement with the aforesaid nephews and nieces of Decedent, the residuary legatees under Decedent's will, whereby they assigned to defendant "all their right, title and interest" in said renewal (Ex. E, R. 21). Upon the petition of Decedent's brother, David Black, as executor, said agreement was approved by the Superior Court (R. 9, Ex. F, R. 21).

20—Defendant entered into an agreement for the acquisition of the interest through the co-writer, Charles Neil Daniels, in the renewal copyright in Said Composition, which interest is not at issue in this action (R. 9-10).

Summary Of Argument

The determination of the District Court (R. 24-33) and of a majority of the Court of Appeals (R. 36) is based upon the erroneous legal premise that the renewal rights which the statute "vests" in the executor are no different than those vested in the widow, children and next of kin; that is to say, that the executor takes for himself personally and beneficially, and not in trust as the representative of the person of his testator. In this respect the District Court and the majority of the Court of Appeals, while recognizing that such a construction may produce "incongruous" results (R. 32), nevertheless concluded (R. 29, 32):

> "The statute does not differentiate between rights which it vests in the widow and children, the executor and the next of kin successively. There is nothing in the statute indicating that the rights of the executor are any different from those of the other persons named therein . . . I conclude that the executor has the same rights under the statute as the widow and children or next of kin . . . it is clear that the executor's rights are no less than that of the widow and children or next

of kin. They therefore cannot be defeated by the author's prior assignment."

It is petitioner's contention:

1. That while the renewal rights are vested in the widow, children and next of kin for themselves personally and beneficially, such rights are obtained by the executor as the representative of the person of his testator, in trust to effectuate the author's disposition thereof either by assignment or bequest.

2. That in the absence of a widow and children, there is no statutory restraint upon an author effecting an assignment of his renewal expectancy through his executor.

3. That § 24 takes the form of a compulsory bequest of the renewal to the widow and children, it being the intention of the section to permit the author who has no wife or children to bequeath by will the right of the executor to apply for the renewal, and thereby effectuate the author's disposition thereof either by assignment or bequest.

POINT I

There being no widow or child the executor, in representing the person of his testator under the purview of Section 24, is possessed of the same power that the testator might have exercised if alive.

In *Fox Film Corporation* v. *Knowles*, 261 U. S. 326, 43 Sup. Ct. 365, this precise issue was for determination. This Court reversed the decree in 279 Fed. 1018 (Cir. 2), which decree had affirmed the decrees of the District Court in two cases, 274 Fed. 731 (E.D.N.Y.) and 275 Fed. 582 (S.D.N.Y.).

In each of the cases between the same parties and involving the same questions of fact and law, the defendant's motion to dismiss the complaint had been granted. The decedent, Will Carleton, had died in 1912. As in the instant case, he died prior to the renewal period, no widow or child survived him, he left a will, and the executor applied for the renewal during the renewal period.

The District Court, in 274 Fed. 731, dismissed the complaint upon the ground (pp. 733, 734):

> "It is apparent that in 1915 the decedent, Will Carleton, had no power to make any disposition with respect to the copyright then in existence. * * * He had no rights which he could dispose of in the power of renewal, as the time when such rights could be conferred by renewal had not arrived."

The determination of the District Court, in 275 Fed. 582, was to the same effect.

In 279 Fed. 1018, the Court of Appeals, Second Circuit, affirmed the decrees of both District Courts, on the authority of its prior determination in *Silverman* v. *Sunrise Pictures Corporation*, 273 Fed. 909, cer. den. 262 U. S. 758, 43 Sup. Ct. 705. In that case the Court, while recognizing that there was no distinction under the statute between an assignment or devise by the author of his renewal interest, held that as the author had died before the statutory year neither his assignment nor devise of such interest could be effective, saying (p. 913):

> "But what may be assigned can ordinarily be devised, and it results that before the statutory year the author cannot devise the renewal right; consequently in this case Mrs. Wilson's legatees took no such right, so far as this novel is concerned, because shortly the testatrix had as yet nothing to leave. If, however, the author lives to within the statutory year,

he may certainly exercise his right, to assign it, or bequeath it; and if he dies in the year, but before the registration, it is for his executors to function."

This Court, in reversing the decree of the Court of Appeals, expressly held (261 U. S. 326, 330) that, under the purview of § 24, if there is no widow or child "The executor represents the person of his testator," in acquiring and administering the renewal rights, since "the words specially applicable seem to us plainly to import that if there is no widow or child the executor may exercise the power that the testator might have exercised if he had been alive."

In Shafter, Musical Copyright, 2d Edition, page 177, the writer, in speaking of the executor's obligation to effectuate the author's assignment of his renewal interest to a publisher, said:

> "While the point has never been legally determined, it would appear that an executor, representing the *person* of his testator, could be compelled to renew and reassign the copyright to the publisher, since the status of the executor is the same as though the testator were living." (Writer's italics)

In *Gibran* v. *Alfred A. Knopf, Incorporated,* 153 F. Supp. 854, 859, 860 (D.C.S.D. N. Y.), affd. 255 F. 2d 121 (Cir. 2), cer. den. 358 U. S. 828, 49 Sup. Ct. 47, the District Court said:

> "Who is entitled to the benefits of the renewed copyright—the sister as the sole surviving next of kin or the Town of Bechari, Lebanon, under the will? Here the contention is that under the statute the sole right given to an author who is not survived by a spouse or children is a testamentary privilege simply to name an executor to apply for renewal. It is urged that once the renewal is obtained by a designated executor he holds the copyright in trust solely for

> the next of kin of the decedent and not for the benefit of any designated beneficiary or as part of the general estate.
>
> • • • • •
>
> The contended for construction would deprive an author, if he died without surviving spouse or children, of the right to dispose of renewal copyrights, contrary to congressional intent."

The Court of Appeals, Second Circuit, in affirming, said (p. 123):

> "Judge Weinfeld was plainly right in holding that the plaintiffs had the power and indeed the duty to renew the copyrights and to hold them for the benefit of the testator's 'home town'."

Accordingly, in *Silverman* v. *Sunrise Pictures Corporation, supra,* the Court of Appeals, Second Circuit, recognized that there was no distinction under the statute between the power of the executor to effectuate a renewal assignment or devise, and in *Gibran* v. *Alfred A. Knopf, Incorporated, supra,* the same Court held that the renewal was acquired by the executor as the representative of the person of his testator, in trust to effectuate the author's disposition thereof. Yet in the instant case the same Court held that the author's renewal assignment was unenforceable, because the executor takes for himself personally and beneficially and not in trust as the representative of the person of his testator.

As Judge Washington said in his dissenting opinion (R. 38, 39):

> "As we have noted, the statute includes the 'author's executors' in the class of persons entitled to apply for renewal and extension of a copyright. But this cannot mean that Congress intended the executor to take personally and beneficially, as in the case of

a widow and child. 'The executor represents the person of his testator * * *' Fox Film Corp. v. Knowles, 261 U. S. at 330. Therefore, he clearly is to take only in a representative and official capacity in order to prevent the copyright from lapsing and to effectuate any bequest of the renewal right which the testator was entitled to make. See id. at 329. For example, if the testator left no widow or child, and had not previously assigned his renewal rights, he could properly bequeath those rights to a friend, and the executor could effectuate the bequest. But the testator here had nothing in actuality to bequeath. He had assigned his renewal rights, and his next of kin had assigned theirs."

POINT II

Any intended statutory restraint upon the power of the executor to effectuate the author's disposition of his renewal interest would have been manifested.

In *Fred Fisher Music Co.* v. *M. Witmark & Sons*, 318 U. S. 643, 63 Sup. Ct. 730, this Court stated that the sole question for determination by it was as follows (pp. 643, 647):

"The question itself can be stated very simply. Under § 23 of the Copyright Act of 1909, 35 Stat. 1075, as amended, a copyright in a musical composition lasts for twenty-eight years from the date of its first publication, and the author can renew the copyright, if he is still living, for a further term of twenty-eight years by filing an application for renewal within a year before the expiration of the first twenty-eight year period. Section 42 of the Act provides that a copyright 'may be assigned . . . by an instrument in writing signed by the proprietor of the copyright . . .' Concededly, the author can assign the

original copyright and, after he has secured it, the renewal copyright as well. The question is—does the Act prevent the author from assigning his interest in the renewal copyright before he has secured it?

• • • • •

"The petition for certiorari in this Court stated that the 'sole question is whether . . . an agreement to assign his renewal, made by an author in advance of the twenty-eighth year of the original term of copyright, is valid and enforceable.' Because of the obvious importance of this question of the proper construction of the Copyright Act, we brought the case here. 317 U. S. 611.

Plainly, there is only one question before us—does the Copyright Act nullify an agreement by an author, made during the original copyright term, to assign his renewal?"

With respect to the wording of the Act, this Court said (p. 647):

"No limitations are placed upon the assignability of his interest in the renewal. If we look only to what the Act says, there can be no doubt as to the answer. But each of the parties finds support for its conclusion in the historical background of copyright legislation, and to that we must turn to discover whether Congress meant more than it said."

Then, upon examining the historical background, this Court, in noting that under the Act of May 31, 1790 (1 Stat. 124), enacted by the first Congress, renewal rights were given to the author or authors, "his or their executors, administrators or assigns", said (p. 650):

"In view of the language and history of this provision, there can be no doubt that if the present case had arisen under the Act of 1790, there would be no

statutory restriction upon the assignability of the author's renewal interest. The petitioners contend, however, that such a limitation was introduced by subsequent legislation, particularly the Copyright Acts of 1831 and 1909."

This Court further noted that, under the Act of February 3, 1831 (4 Stat. 436), the renewal rights were only given to the author, and "the author's widow or children." Yet this Court said (p. 651):

"But neither expressly nor impliedly did the Act of 1831 impose any restraints upon the right of the author himself to assign his contingent interest in the renewal."

Then coming to the present Act of March 4, 1909 (35 Stat. 1075), this Court concluded that the basic consideration of policy underlying the present Act was to give the author the right to dispose of his renewal interest separate and apart from the original copyright saying (pp. 653-654):

"By providing for two copyright terms, each of relatively short duration, Congress enabled the author to sell his 'copyright' without losing his renewal interest. If the author's copyright extended over a single, longer term, his sale of the 'copyright' would terminate his entire interest. That this is the basic consideration of policy underlying the renewal provision of the Copyright Act of 1909 clearly appears from the report of the House committee which submitted the legislation (the Senate committee adopted the report of the House committee, see Sen. Rep. 1108, 60th Cong., 2d Sess.)."

This Court determined that any statutory restraints intended to be imposed upon the assignment by authors of

their renewal interest would have been manifested, saying (pp. 655-657):

> "If Congress, speaking through its responsible members, had any intention of altering what theretofore had not been questioned, namely, that there were no statutory restraints upon the assignment by authors of their renewal rights, it is almost certain that such purpose would have been manifested. The legislative materials reveal no such intention.
>
> We agree with the court below, therefore, that neither the language nor the history of the Copyright Act of 1909 lend support to the conclusion that the 'existing law' prior to 1909, under which authors were free to assign their renewal interests if they were so disposed, was intended to be altered. We agree, also, that there are no compelling considerations of policy which could justify reading into the Act a construction so at variance with its history. • • •
>
> We conclude, therefore, that the Copyright Act of 1909 does not nullify agreements by authors to assign their renewal interests."

POINT III

The only restraint under Section 24 upon the author's power to dispose of his renewal interest through his executor is for the protection of his widow and childen, if any, in the form of a compulsory bequest to them.

The pertinent part of § 24 provides that the author "if still living, or the widow, widower, or children of the author, if the author be not living, or if such author, widow, widower, or children be not living, then the author's executors" shall be entitled to the renewal. In *Fred Fisher Music Co.* v. *M. Witmark & Sons, supra,* the author being alive at the time of the accrual of the right of re-

newal, this Court determined, as aforesaid, that there was no statutory restraint upon the author's assignment of his renewal interest.

In the instant case, as the author was not living at the time of the accrual of the right of renewal, the only statutory restraint upon the author's disposition of his renewal interest was the survival of a widow or children. No widow or children having survived him, he had the unrestricted right of the disposition of his renewal interest through the designation of an executor to effectuate the same.

In *Fred Fisher Music Co.* v. *M. Witmark & Sons, supra,* this Court pointed out (p. 655) that the report of the House Committee (H. Rep. 2222, 60th Cong., 2d Sess., pp. 14, 15) adopted by the Senate Committee (Sen. Rep. 1108, 60th Cong. 2d Sess.) specifically expressed the intention of § 24 (former § 23) "to permit the author who had no wife or children to bequeath by will the right to apply for the renewal."

In *De Sylva* v. *Ballentine,* 351 U. S. 570, 582, 76 Sup. Ct. 974, this Court, in noting that the only restraint under § 24, upon the right of an author to "assign" his renewal interest was for the protection of his widow and children, said:

> "The evident purpose of § 24 is to provide for the family of the author after his death. Since the author cannot assign his family's renewal rights, § 24 takes the form of a compulsory bequest of the copyright to the designated persons."

Likewise, in *Shapiro, Bernstein & Co. Inc.* v. *Bryan,* 123 F. 2d 697, 700, the Court of Appeals, Second Circuit, said, in referring to the pertinent proviso of § 24 ("or the widow, widower, or children of the author, if the author be not living"), "The limitation which the second proviso imposes upon the author's power to dispose of the right

of renewal during his life" was "clearly intended to protect widows and children from the supposed improvidence of authors in the colloquial sense."

No intention is expressed or implied that in representing "the person of his testator" and exercising "the power that the testator might have exercised if he had been alive" (*Fox Film Corporation* v. *Knowles, supra*), the executor is not obligated to effectuate the testator's renewal assignment.

The executor is the only designated person who does not acquire the renewal for himself personally and beneficially. If it were intended that, there being no widow or children, the author's right of disposition of his renewal interest be confined to his testamentary beneficiaries, then "the beneficiaries under the author's will" would have been specifically designated after the widow and children, to take for themselves personally and beneficially the same as the other designated persons. There could have been no possible purpose in designating the executor other than to provide that, in representing "the person of his testator", he should exercise "the power that the testator might have exercised if he had been alive," in effecting the author's disposition of his renewal interest.

If the author had not executed a will, having died leaving no widow or children, the plaintiff would have acquired the renewal under the assignment from the author's sole next of kin. Having left a will the author, who had no widow or children, thereby bequeathed by will the right of the executor to apply for the renewal and effectuate the author's assignment to plaintiff. (*Fred Fisher Music Co.* v. *M. Witmark & Sons, supra*, p. 655.) The author having made no specific bequest of the renewal rights, must he not have assumed that his executor would honor his assignment, as he would any other obligation of the testator?

As Judge Washington said in his dissenting opinion (R. 37, 39):

> "In the present case, the will did not purport to bequeath the renewal rights. It was silent as to them. For all we know, the testator may have assumed that his prior assignment would be honored by his executor. But the reasoning of the opinion below extends to a silent will as well as to one in outright derogation of a previous assignment. I think in both cases the assignment should prevail.
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> * * * * *
>
> In equity and fairness, the executor should be made to take all steps necessary to see that his testator's contract is carried out—a contract which was clearly 'valid and enforceable' under the Fisher case.
>
> In contrast, the opinion below, adopted by the majority of this court permits an injustice to be perpetrated. It also reinforces an anomaly within the present statutory scheme. Because an executor cannot take office until the author dies, he is the only interested person who cannot join in a prior assignment of renewal rights by the author, and hence—under the reasoning of the opinion below—the only person who can absolutely defeat the rights of the prior assignee. Such is the result of the present case. But it seems highly incongruous and illogical to place the executor, and the people who take under the will, in a position preferred to that of the author's widow and children. Surely this could never have been the result Congress intended. See De Sylva v. Ballentine, supra, at 582; Shapiro, Bernstein & Co. v. Bryan, supra, at 700."

POINT IV

This Court has said that a meaning should not be applied in the construction of a statute which will produce incongruous results.

The author, upon the execution and delivery of his assignment to plaintiff, procured the execution and delivery to plaintiff of assignments by his three brothers, as sole next of kin, of their respective contingent renewal interests.

Plaintiff was thereby induced to contract with the author for the acquisition of the renewal interest and pay an advance against royalties to accrue during the renewal period.

Under the construction of the Court below an author having no wife or child could assign his renewal expectancy to one publisher for a consideration and then, through the devise of a will, effectuate a second assignment either by a direct bequest or, as in the instant case through residuary legatees, to another publisher. Obviously, under such circumstances no publisher would contract with an author for his renewal expectancy. In the case of an author, who has written many successful works, this would deprive the author, who might die prior to the renewal accrual, of the substantial benefits thereof which would otherwise inure to him.

Congress could not have intended to grant an author the right to assign his renewal interest and yet, at the same time, intend to vitiate completely that right by making it impossible for him to secure compensation for such an assignment.

The following reasoning of this Court in *Fred Fisher Music Co.* v. *M. Witmark & Sons, supra* (p. 657) is pertinent:

> "If an author cannot make an effective assignment of his renewal, it may be worthless to him when he is most in need. Nobody would pay an author for

> something he cannot sell. * * * We conclude, therefore, that the Copyright Act of 1909 does not nullify agreements by authors to assign their renewal interests."

Judge Washington in his dissenting opinion, in commenting upon the incongruous result which the Court below recognized its construction might produce, said (R. 36, 37):

> "In his opinion below, Judge Bryan recognizes that it may be 'incongruous to allow an author who has no widow or children to defeat his prior assignee by executing a will, the terms of which are in derogation of the assignment * * *' 158 F. Supp. 188, 194 (S. D. N. Y. 1957). In my view, such a result is not only incongruous but without legal justification."

In *Mastro Plastics Corp.* v. *National Labor Relations Board*, 350 U. S. 270, 286, this Court in refusing to accept petitioners' proposed construction of a provision of the National Labor Relations Act, said:

> "Petitioners' construction would produce incongruous results."

Likewise, in *National Labor Relations Board* v. *Lion Oil Co.*, 352 U. S. 282, 288, this Court said, referring to the basis of its prior determination in *Mastro Plastics Corp.* v. *National Labor Relations Board, supra*:

> "Moreover, in Mastro Plastics we cautioned against accepting a construction that 'would produce incongruous results.' Id., at 286."

CONCLUSION

Petitioner respectfully submits that this Court should reverse the judgment of the Court below and find that petitioner herein, as the assignee of the co-author Ben Black, is possessed of the interest through him in said renewal copyright.

Dated: New York, N. Y., November 30, 1959.

Respectfully submitted,

ABELES & BERNSTEIN,
Attorneys for Petitioner.

JULIAN T. ABELES,
Of Counsel.

APPENDIX

Copyright Act of March 4, 1909, c. 320 (35 Stat. 1075, *et seq.*, U.S.C. Title 17) § 24 (former § 23):

§ 24. DURATION; RENEWAL AND EXTENSION.—The copyright secured by this title shall endure for twenty-eight years from the date of first publication, whether the copyrighted work bears the author's true name or is published anonymously or under an assumed name: *Provided,* That in the case of any posthumous work or of any periodical, cyclopedic, or other composite work upon which the copyright was originally secured by the proprietor thereof, or of any work copyrighted by a corporate body (otherwise than as assignee or licensee of the individual author) or by an employer for whom such work is made for hire, the proprietor of such copyright shall be entitled to a renewal and extension of the copyright in such work for the further term of twenty-eight years when application for such renewal and extension shall have been made to the copyright office and duly registered therein within one year prior to the expiration of the original term of copyright: *And provided further,* That in the case of any other copyrighted work, including a contribution by an individual author to a periodical or to a cyclopedic or other composite work, the author of such work, if still living, or the widow, widower, or children of the author, if the author be not living, or if such author, widow, widower, or children be not living, then the author's executors, or in the absence of a will, his next of kin shall be entitled to a renewal and extension of the copyright in such work for a further term of twenty-eight years when application for such renewal and extension shall have been made to the copyright office and duly registered therein within one year prior to the expiration of the original term of copyright: *And provided further,* That in default of the registration of such application for renewal and extension, the copyright in any work shall determine at the expiration of twenty-eight years from first publication.